

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Hearing Date: TBD

Objection Deadline: \_\_\_\_\_ at  
4:00 p.m. (ET)

**DECLARATION OF MARGARET RICE SUPPORTING MOTION OF HH-LAVEEN,  
LLC FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE RENT**

I, Margaret Rice, am over the age of 18, have personal knowledge of all the facts stated herein and declare as follows:

1. I am the Manager of HH-Laveen, LLC (“Laveen”), a landlord and creditor in the above-captioned chapter 11 bankruptcy cases. The following facts are within my personal knowledge and, if called as a witness in this matter, I can and will competently testify to them.

2. I submit this declaration in support of the contemporaneously-filed *Motion of HH-Laveen, LLC for Allowance and Payment of Administrative Rent* (the “Motion”).

**LAVEEN’S LEASE WITH THE DEBTOR**

3. While accessing Laveen’s books and records, I obtained an executed copy of Laveen’s Lease Agreement dated March 21, 2013 (“Lease”) with PNS Stores, Inc. dba Big Lots (“Debtor”). A true and correct copy of the Lease is attached hereto as **Exhibit A**. Under the Lease,

---

<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores – PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores – CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

the Debtor operated a Big Lots store on the Premises.<sup>2</sup> Laveen agreed to lease the Premises to the Debtor until January 31, 2021, the Lease's original expiration date. In exchange, the Debtor agreed to pay monthly fixed rent of \$16,572.29. The Lease authorized the Debtor to extend the Lease for four or five year option terms.

4. Upon exercise of the Debtor's option to extend the Lease, rent would increase to \$18,229.52/month for the first option term, \$20,052.47/month for the second option term, \$22,057.72/month for the third option term, and \$24,263.49/month for the fourth option term.

5. On September 21, 2020, the Debtor gave notice to Laveen that it wished to exercise its option to extend the term of the Lease for five years (the "Extension Notice"). A true and correct copy of the Extension Notice is attached hereto as **Exhibit B**. Pursuant to the Extension Notice, the Lease term was extended through and including January 31, 2026 and the Debtor was required to make monthly rent payments to Laveen, beginning on February 1, 2021 of \$18,229.52.

#### **DEBTOR'S DEFAULT ON THE LEASE**

6. On September 9, 2024 (the "Petition Date"), Big Lots, Inc. and its affiliated Debtors (including Big Lots the lessee) filed for chapter 11 relief. After the Petition Date, Big Lots continued to occupy and enjoy possession of the Premises.

7. On September 9, 2024, the Big Lots Debtors sought an interim order authorizing them to reject certain initial leases, abandon personal property with each unexpired lease, and obtain additional relief. (ECF No. 17). The Big Lots Debtors identified the Lease as one of the initial set of leases for rejection effective as of September 30, 2024. (ECF No. 17, pg. 32.) Consistent with its intention, Big Lots retained and enjoyed possession of the Premises, and continued its liquidation sale therein, until the lease rejection.

---

<sup>2</sup> Undefined capitalized terms have the meanings ascribed to them in the Motion.

8. The Debtor has not paid the base rent or other amounts due under the Lease (*i.e.*, taxes, insurance, and common area maintenance) for the period from the Petition Date through September 30, 2024 (the “Post-Petition Rent”). The total Post-Petition Rent due is \$17,246.46 – comprised of stub rent for the period of September 9, 2024 through September 30, 2024 at \$783.93 per day. A true and correct copy of a payoff ledger I retrieved from Laveen’s books and records is attached hereto as **Exhibit C**.

Under 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 25, 2024

/s/ Margaret Rice  
Margaret Rice